

## **EXHIBIT 13**

### **Software Maintenance**

#### **SECTION ONE: SOFTWARE TO BE MAINTAINED**

The Contractor shall maintain software it supplies under the Contract including any Updates or Upgrades to such software, all of which may be referred to collectively herein as "RFC System Software," according to the terms of this exhibit and the Contract. A list of the RFC System Software is provided in Attachment A, which is attached to this Exhibit and incorporated herein.

#### **SECTION TWO: AGENCY RESPONSIBILITIES**

- 2.1 An Agency shall promptly notify the Contractor, as referenced under subsections 3.2(b) and (c), following the discovery of any error, defect or nonconformities in the RFC System Software and shall provide reasonable details of the error, defect or nonconformities.
- 2.2 An Agency, upon discovery of any error, defect or nonconformities in the RFC System Software, shall, if requested to do so by the Contractor, submit to the Contractor a listing of output and any such other data which Contractor reasonably may request in order to reproduce operating conditions similar to those present when the error occurred or the defect or nonconformities was discovered.
- 2.3 An Agency shall provide the Contractor with access to facilities for the purpose of RFC System Software maintenance, if necessary.

#### **SECTION THREE: SERVICE RESPONSIBILITIES OF CONTRACTOR**

- 3.1 The Contractor shall provide the resources necessary to maintain the RFC System Software listed in Section One and Attachment A of this Exhibit such that it will be free from defects in design, workmanship and materials and shall conform to the performance capabilities, specifications, functions and other descriptions and standards applicable thereto as set forth in the Contract and any applicable software licenses.
- 3.2 The Contractor shall detect software errors, faults or nonconformities through:
  - a. Contractor monitoring, automated or otherwise, of the RFC System;

- b. Notifications by an Agency, transmitted by telephone, facsimile or e-mail during On-Site Maintenance service hours as specified in the On-Site Maintenance Exhibit.
- c. Notifications by an Agency through a Contractor provided, 24 hour per day, 7 day a week emergency toll-free telephone contact line.

3.3 A detected software error, fault or nonconformities shall be assigned a priority by the Contractor as follows:

- a. **Priority 1:** Errors, faults or nonconformities that render a component, subsystem or the system fully or partially inoperable, or that affect the ability of the RFC System to accurately and correctly conduct transactions.
- b. **Priority 2:** Errors, faults, nonconformities or changes that require Updates to a component, subsystem or system, but do not affect the ability of the RFC System to accurately and correctly conduct transactions, except insofar that such errors, faults or conflicts are deemed by the Contract Administrator as Priority 3.
- c. **Priority 3:** Errors, faults, conflicts or changes that do not affect the ability of the RFC System to accurately and correctly conduct transactions, and are deemed by the Contract Administrator to be minor in nature.
- d. **Priority 4:** Routine maintenance, bug fixes and software changes.

3.4 The Contract Administrator shall reserve the right to reassign the Priority of an error, fault or nonconformities. If the Contractor disputes the Contract Administrator's priority reassignment, it may file a Contract Claim under Section 3.I-33 for any reasonable additional costs incurred as a result of such reassignment.

3.5 The Contractor shall correct detected software errors, faults or nonconformities, and shall implement such corrections in all impacted RFC components, subsystems and/or systems.

3.6 Upon receiving a notification of an error, fault or nonconformities, Contractor shall notify the Contract Administrator and provide a report that includes:

- a. A narrative description of the (i) nature of the error, fault or nonconformities, (ii) how it was detected and, if applicable, the reporting Agency and contact person, (iii) priority level assignment, (iv) identification

of RFC systems, subsystems and components impacted, and (v) the nature of such impacts.

- b. A corrective action plan for repair of the error, fault, nonconformities or change, including a timeline for implementation of the repair.
- c. A description of “workarounds” or alternative strategies for maintaining System operation during the repair period.

3.7 Notification by the Contractor of an error, fault or nonconformities and provision of the Report per subsection 3.6 shall be provided:

- a. Within two (2) hours of detection of a Priority 1 error, fault or nonconformities.
- b. Within twenty-four (24) hours of a Priority 2, 3 or 4 error, fault, or nonconformities.

3.8 Correction of errors, faults or nonconformities shall be completed by the Contractor within the following timeframes:

- a. **Priority 1:** Within eight (8) hours of notification or Contractor detection.
- b. **Priority 2:** Within seventy-two (72) hours of notification or Contractor detection.
- c. **Priority 3 and Priority 4:** In the next release of a RFC System Software Update, provided that such release occurs no later than sixty (60) days from the earliest notification for any correction included in the Update.

3.9 The Contractor shall follow the proper security procedures for gaining access, if necessary, to agency facilities and the equipment located thereon, provided that the Contractor shall be relieved from meeting the notification timing requirements of subsection 3.7 to the extent an Agency's security requirements prevent or hinder such compliance.

3.10 The Contractor shall ensure that all work performed or furnished under this Exhibit shall be performed in a good, workmanlike, and professional manner, by qualified personnel and in accordance with the standards of persons and firms with specialized knowledge, expertise and experience who are leading designers and providers of systems, software and hardware in the automated smart card fare payment industry.

3.11 The Contractor shall document all RFC System Software maintenance performed by the Contractor throughout the term of the Contract including, but not limited to, bug fixes, Updates, and Upgrades, in accordance with Section 6.III-13.3.1 of the Contract regarding Maintenance Reports.

3.12 The Contractor shall ensure that its performance of RFC System Software maintenance obligations shall not degrade the RFC System or require the Agencies to purchase new or additional hardware or Software for continued operation of the RFC System.

#### **SECTION FOUR: SOFTWARE UPDATES AND UPGRADES**

- 4.1 The Contractor shall provide periodic RFC System Software Updates that shall incorporate (i) corrections of any defects, and (ii) at the sole discretion of the Contractor, other changes to the Software.
- 4.2 The Contractor shall notify the Contract Administrator of its intention to provide a Software Update within ninety (90) days of its provision of the Update. In the case of a Contractor proposed Software Upgrade, the Agencies shall be given ninety (90) days to decide whether to accept such Upgrade.
- 4.3 The Contractor shall be responsible for the installation of any software Updates and Upgrades. All software Updates and Upgrades shall be provided with:
  - a. Release notes describing the nature of the correction, summary revisions to operations, maintenance or other procedures, and summary changes to RFC systems, subsystems or components.
  - b. Revised operations, maintenance and other manuals and/or technical documentation, or portions thereof, amending Agency manuals and technical documentation as required to reflect changes resulting from implementation of the correction. Seven (7) paper copies and seven (7) electronic copies, in CD ROM format, in both Adobe Acrobat and native source format, shall be provided.
  - c. Version control information for corrected software and all revised documents, whether revised in whole or in part.
- 4.4 The Contractor shall ensure that the RFC System Software and all Updates and Upgrades thereto are and shall remain throughout the entire term of the Contract compatible and interoperable with the RFC System and all of the software and equipment components thereof, including all Updates or Upgrades to such software and equipment.

4.5 Upon testing and acceptance by the Agencies, a software Update or Upgrade shall be maintained by the Contractor according to the terms of the Contract and this Exhibit.

## **SECTION FIVE: PAYMENT**

5.1 In accordance with Section 3.I-56 of the Contract, the Contractor shall perform its Software maintenance obligations herein at no cost to the Agencies during the Warranty Period.

5.2 Following expiration of the Warranty Period, the Agencies shall collectively pay the Contractor the monthly fee set forth in Exhibit 9, Section VIII for RFC System Software maintenance work performed according to the terms herein. The parties agree that the amount paid by the Agencies represents a fixed monthly fee that will be paid regardless of actual work performed. The Contractor shall invoice the Contract Administrator monthly, and the Agencies will pay the Contractor within 30 days of receipt of invoice.

## **SECTION SIX: LEGAL RELATIONS**

6.1 In the event the Contractor fails to comply with its obligations herein, the Agencies shall, upon written notice to the Contractor, have the authority to deduct the Agencies' cost for the Contractor's non-compliance from any compensation due or to become due to the Contractor.

6.2 The Contractor's satisfaction of its maintenance obligations herein shall not constitute a waiver by the Agencies of the Contractor's breach of its obligations under the Contract.

6.3 All remedies available to an Agency for the Contractor's breach are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

## **SECTION SEVEN: IDENTIFICATION OF AGENCY AND CONTRACTOR CONTACTS**

7.1 The Agency contact information for purposes of software maintenance is as follows:

Snohomish County Public Transportation Benefit Area:

Community Transit  
ATTN: RFCS Project Agency Site Manager

7100 Hardeson Road  
Everett, WA 98203-5834

Kitsap County Public Transportation Benefit Area:

Kitsap Transit  
ATTN: RFCS Project Agency Site Manager  
200 Charleston Blvd.  
Bremerton, WA 98312

Central Puget Sound Regional Transit Authority:

Sound Transit  
ATTN: RFCS Project Agency Site Manager  
401 South Jackson Street  
Seattle, WA 98104-2826

City of Everett:

Everett Transit  
ATTN: RFCS Project Agency Site Manager  
3220 Cedar St.  
Everett, WA 98201

Washington State Ferries:

Washington State Ferries  
ATTN: RFCS Project Agency Site Manager  
2911 Second Avenue  
Seattle, WA 98121

King County:

King County Metro Transit  
ATTN: RFCS Project Agency Site Manager  
201 South Jackson Street (MS-KSC-TR-0333)  
Seattle, WA 98104-3856

Pierce County Public Transportation Benefit Area:

Pierce Transit  
ATTN: RFCS Project Agency Site Manager  
P.O. Box 99070  
Tacoma, WA 98499-0070

7.2 The Contractor's contact information for purposes of software maintenance is as follows:

ERG Transit Systems (USA) Inc.  
ATTN: ERG RFCS Project Manager  
1800 Sutter St., Ste. 900  
Concord, CA 94520

7.3 Any changes in contact information from that noted above must be communicated in writing to the other party.